

# **County of Albany**

112 State Street  
Albany, NY 12207



## **Meeting Agenda**

**Tuesday, September 29, 2020**

**5:00 PM**

**Held Remotely**

**Public Works Committee**

**PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

**CURRENT BUSINESS:**

2. AMENDING THE 2020 DEPARTMENT OF PUBLIC WORKS BUDGET: BRIDGE INSPECTION FEES, REPAIRS TO THE ALBANY COUNTY RAIL TRAIL AND THE COUNTY ROUTE 9 SLOPE REPAIR PROJECT
3. AUTHORIZING AN AGREEMENT WITH THE TOWN OF KNOX FOR THE PURPOSE OF TRANSFERRING AN INTERNATIONAL DUMP TRUCK ENGINE
4. AMENDING RESOLUTION NO. 196 FOR 2020 REGARDING ENERGY CONSERVATION AND MANAGEMENT SERVICES FOR THE WATER PURIFICATION DISTRICT AND AMENDING THE 2020 WATER PURIFICATION DISTRICT BUDGET

# County of Albany

112 State Street  
Albany, NY 12207



## Meeting Minutes

Monday, August 10, 2020

6:00 PM

Held Remotely

## Public Works Committee

**PREVIOUS BUSINESS:**

**Present:** Chairperson Nathan L. Bruschi, Vice Chair Joseph E. O'Brien, Christopher H. Smith, Samuel I. Fein, William Reinhardt, Mickey Cleary, Matthew T. Peter, Paul J. Burgdorf and Jeff S. Perlee

1. LOCAL LAW NO "D" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING LOCAL LAW 3 FOR 2010 AND AUTHORIZING THE COUNTY EXECUTIVE TO NEGOTIATE A LEASE AGREEMENT OF PROPERTY OWNED BY ALBANY COUNTY WITH THE SHAKER HERITAGE SOCIETY NOT TO EXCEED FIFTY YEARS, SUBJECT TO THE APPROVAL OF THE ALBANY COUNTY LEGISLATURE

A motion was made to move this Local Law forward with a positive recommendation. The motion carried by a unanimous vote.



# County of Albany

112 State Street  
Albany, NY 12207



## Meeting Minutes

Tuesday, August 25, 2020

5:00 PM

Held Remotely

**Public Works Committee**

**PREVIOUS BUSINESS:**

**Present:** Chairperson Nathan L. Bruschi, Vice Chair Joseph E. O'Brien, Christopher H. Smith, Samuel I. Fein, William Reinhardt, Mickey Cleary, Matthew T. Peter, Paul J. Burgdorf and Jeff S. Perlee

**1. APPROVING PREVIOUS MEETING MINUTES**

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

**CURRENT BUSINESS:**

**2. AUTHORIZING AN AGREEMENT WITH TICKETMASTER REGARDING THE COMPUTERIZED TICKETING AND DISTRIBUTION SYSTEM FOR THE TIMES UNION CENTER**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**3. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF CORPORATE SUITE NO. 20 AT THE TIMES UNION CENTER**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**4. REVIEWING PREVIOUS INCOME STATEMENTS FOR THE TIMES UNION CENTER**

The General Manager of the Times Union Center, Mr. Belber, appeared before the committee to review the Times Union Center income statements.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF PUBLIC WORKS  
449 NEW SALEM ROAD  
VOORHEESVILLE, NEW YORK 12186-4826  
(518) 765-2055 - FAX (518) 447-7047  
www.albanycountyny.gov

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

August 26, 2020

Hon. Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting approval for the transfer of \$40,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Fees for Services line D 95110 44046 10000 to cover the cost of bridge inspection fees for the seven County owned pedestrian bridges along the Albany County Rail Trail and the pedestrian bridge over Watervliet Shaker Road.

The Department of Public works is also requesting approval for the transfer of an additional \$55,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Road Materials line D 95110 44077 10000, to cover the cost of in-house repairs to the Albany County Rail Trail (just north of the Truss Bridge) as well as the County Route 9 Slope Repair Project. The estimated material cost of repairs to the Rail Trail and CR 9 Slope are \$15,000.00 and \$40,000.00 respectively.

If you have any questions, please contact my office.

Sincerely,

Lisa M. Ramundo  
Commissioner

cc: Dennis Feeney, Majority Leader  
Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1876, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Budget Transfer for Public Works

Date: August 26, 2020  
 Submitted By: Lisa M. Ramundo  
 Department: Public Works  
 Title: Commissioner  
 Phone: 518-765-2055  
 Department Rep.  
 Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: D95110.4046 Fees for Services/D5110.4077 Road Materials  
Source of Funds: DM5130.4102 Gas and Oil  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):  
Click or tap here to enter text.

Additional Parties (Names/addresses):  
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.  
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

**County Budget Accounts:**

Revenue Account and Line: Click or tap here to enter text.  
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.  
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: Click or tap here to enter text.  
County: 100%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

If yes, explain: Yes  No   
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

The Department of Public Works is requesting approval for the transfer of \$40,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Fees for Services line D 95110 44046 10000 to cover the cost of bridge inspection fees for the seven County owned pedestrian bridges along the Albany County Rail Trail and the pedestrian bridge over Watervliet Shaker Road.

The Department of Public works is also requesting approval for the transfer of an additional \$55,000.00 from our Gas and Oil line DM 95130 44102 10000, into our Road Materials line D 95110 44077 10000, to cover the cost of in-house repairs to the Albany County Rail Trail (just north of the Truss Bridge) as well as the County Route 9 Slope Repair Project. The estimated material cost of repairs to the Rail Trail and CR 9 Slope are \$15,000.00 and \$40,000.00 respectively.

If you have any questions, please contact my office.

2020 BUDGET AMENDMENT

				APPROPRIATIONS									
		ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME						
DM	95130	44102	10000	Gas and Oil	95,000.00		DPW						
				TOTAL DECREASE	95,000.00	0.00							
				APPROPRIATIONS									
		ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME						
D	95110	44046	10000	Fees for Services		40,000.00	DPW						
D	95110	44077	10000	Road Materials		55,000.00							
				TOTAL INCREASE	0.00	95,000.00							
				GRAND TOTALS	95,000.00	95,000.00							

## **BRIDGES TO BE INSPECTED**

- 1) Helderberg Hudson Rail Trail over Vly Creek  
2 build-up riveted steel plate girders supported on stone masonry abutments  
Span 45’”  
No Bin
  
- 2) Helderberg Hudson Rail Trail over State Farm Rd. (SR155)  
Longitudinal steel thru-girders and transverse floorbeams supported on  
cast-in-place concrete abutments with in-line wingwalls  
Span 40’  
BIN 7038610
  
- 3) Helderberg Hudson Rail Trail over New Scotland Ave. (SR85)  
Three span steel thru-girder superstructure supported on steel pier bents and  
cast-in-place concrete abutments and inline wingwalls  
Span 78’  
BIN 7032650
  
- 4) Helderberg Hudson Rail Trail over Delaware Ave. (SR443)  
Three span thru-girder structure supported by concrete abutments and individual  
steel columns  
Span 138’  
BIN 7025300
  
- 5) Helderberg Hudson Rail Trail over Elsmere Ave. (SR335)  
Longitudinal steel thru-girders and transverse floor beam superstructure  
supported on cast-in-place concrete abutments with in-line wingwalls  
Span 49’  
BIN 7046170
  
- 6) Helderberg Hudson Rail Trail over the Normanskill  
2 pin connected “pratt” trusses supported on stone masonry abutments with  
U-type stone masonry wingwalls  
Span 184’  
No BIN



- 7) Helderberg Hudson Rail Trail over South Pearl St. (SR32)  
Single span steel thru-girder superstructure supported on cast-in-place  
concrete abutments with in-line wingwalls  
Span 92'  
BIN 7022460
  
- 8) Multi-Use Trail over Watervliet-Shaker Rd. (CR157)  
2 prefabricated "pratt" steel trusses with steel floorbeams  
supported on poured concrete abutments and wingwalls  
Span 30.48'  
No BIN



## Materials Price Quote

8 Southwoods Blvd., 4<sup>th</sup> Floor  
Albany, NY 12211  
Phone (518) 374-2222  
Fax (518) 381-6775  
Customer Service 1 (800) 446-8649 x 2  
[www.callanan.com](http://www.callanan.com)

Callanan Industries, Inc. is pleased to quote the following prices on the below referenced project:

<b>Customer Acct No.</b>	144256	<b>Date:</b>	5/13/2020
<b>Submitted To:</b>	Albany Co DGS	<b>Quote Number:</b>	Q594636-2
<b>Contact Name:</b>	Nick Calordino	<b>Project Address:</b>	FOB Quarry South Bethlehem, NY
<b>Address:</b>	112 State St - Rm 1210 Albany, NY 12207	<b>Quoted Date</b>	5/13/2020
<b>Contact Phone:</b>	(518)-655-7918	<b>Valid Thru Date</b>	8/20/2020
<b>Contact Email:</b>	nicholas.calordino@albanycounty	<b>Tax Exempt</b>	Yes
<b>Contact Fax:</b>	ny.gov	<b>Customer PO</b>	

### Project Name: CR 9 Slope Failure

<b>Sales Rep:</b>	James Elacqua	(518)-225-2539	James.Elacqua@callanan.com
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Location	Item Description	Approx. Tons (US Tons)	FOB Price/Ton
Stone - South Bethlehem	CRUSHER RUN	4,000	\$7.00
Stone - South Bethlehem	STONE FILL MEDIUM 620.04	1,000	\$12.00
Stone - South Bethlehem	STONE-FILL LIGHT 620.03	600	\$10.00
Stone - South Bethlehem	#1&#2 MIX CRUSHED STONE	60	\$9.75

Special Notes:

*Please see notation for  
Exemption Certificate for Sales Tax*

**If project is tax exempt,  
please send tax exempt form prior to material supply**

Terms and conditions may be found on the following page.

Customer Signature \_\_\_\_\_

Salesperson Signature \_\_\_\_\_ James Elacqua

THIS QUOTE IS GOOD FOR 30 DAYS. Please respond ASAP.  
To confirm your acceptance of these prices as quoted, please return a signed copy to our office. Orders placed for the above referenced project will constitute acceptance of the proposal.



## Materials Price Quote

8 Southwoods Blvd., 4<sup>th</sup> Floor  
Albany, NY 12211  
Phone (518) 374-2222  
Fax (518) 381-6775  
Customer Service 1 (800) 446-8649 x 2  
[www.callanan.com](http://www.callanan.com)

### Exemption Certificate for Sales Tax

In compliance with tax bulletin TB-ST-240 from the New York State Department of Taxation and Finance, it is required that all customers submit a properly completed tax exemption certificate within 90 days from the date a sale is made. If an exemption certificate is not provided within 90 days, customers should apply for a refund of sales tax from the State of New York using form AU-11, "Application for Credit or Refund of Sales or Use Tax."

#### Terms and Conditions

Trucking is available at \$97.50/hour Tri-Axles and \$137.50/hour Flow Boy Trailers. Delivery charge for Medium & Heavy Stone Fill is \$120.00/hour portal to portal.

Above pricing is for normal daytime plant and delivery hours only, Monday through Friday. Additional charges will be assessed for night or weekend supply. Above Stone pricing is based on delivery with Dump trailers to a stock pile only.

Acceptance of order by Callanan Industries Inc. subject to terms and credit approvals.

New York State Sales Tax, if applicable, required by law to be paid by the purchaser. If you have any questions, please contact me at (518)-225-2539.

"If Seller's materials are being used to satisfy any MWBE/DBE/SDVOB participation goals, Buyer and Owner shall determine what work Buyer needs to perform in order for Buyer to perform a commercially useful function. Seller makes no representation whether this sale satisfies any MWBE/DBE/SDVOB participation goals."

**To place an order or schedule delivery call 1-800-446-8649 x 2**

**24 hour notice is appreciated**

Customer Signature \_\_\_\_\_

Salesperson Signature \_\_\_\_\_

James Elacqua

THIS QUOTE IS GOOD FOR 30 DAYS. Please respond ASAP.  
To confirm your acceptance of these prices as quoted, please return a signed copy to our office. Orders placed for the above referenced project will constitute acceptance of the proposal.

**Estimate for materials to repair 600 feet of Helderberg Hudson Rail Trail**

<b>AMOUNT</b>	<b>TYPE</b>	<b>Cost</b>	<b>TOTAL COST</b>
75 T	Type 3 Binder	\$46.50 per ton	\$3,487.50
75 T	Type 6 Top	\$48.15 per ton	\$3,611.25
167 T	Item 2 Sub-base	\$9.15 per ton	\$1,528.05
121 T	Filter Stone	\$11.00 per ton	\$1,331.00
2 Rolls	Bedding Fabric	\$525.00 per roll	\$1,050.00
1 Roll	Non-woven fabric	\$295.00 per roll	\$295.00
*13 rolls	Under drain 6"	\$100 per roll	\$1,300*
2-3 yards	Topsoil	\$18 per yard	\$414.00
2 bags	Seed	\$50 per bag	\$100.00
		TOTAL	\$13,116.80
		Materials Est. =	\$15,000.00

\*100' roll ÷ 1,260 feet = 12.60. Est - 13 rolls @\$100.00 per roll



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF PUBLIC WORKS  
449 NEW SALEM ROAD  
VOORHEESVILLE, NEW YORK 12186-4826  
(518) 765-2055 - FAX (518) 447-7047  
[www.albanycountyny.gov](http://www.albanycountyny.gov)

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

August 25, 2020

Hon. Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

Albany County DPW is requesting Legislative authorization to enter into an Agreement with the Town of Knox for the purpose of transferring a Cummins engine model ISM 350V bearing engine #35094462 (Engine) Manufactured on March 2004 to the Town of Knox. The engine is from a County owned International Dump Truck that has outlived its useful life and has become cost prohibitive for the County to maintain. The County used the truck as a donor vehicle for repairs on other County International Trucks. The County is in possession of the truck's engine, but no longer has this model vehicle in service, so we have no useful purpose for the engine.

The Town of Knox is in need of an engine for their 2007 International 7600 Dump Truck with Tenco Plow baring VIN#1HTWXAHT57J453273. The engine in their truck suffered a catastrophic failure and is inoperable.

We are requesting the Legislature's approval to enter into a mutually beneficial agreement whereby the County would transfer the engine to the Town of Knox for use in their 2007 International 7600 Dump Truck, in exchange for the Town making the truck available to haul material for the County as needed.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo  
Commissioner

cc: Dennis Feeney, Majority Leader  
Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1878, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Authorization for an Agreement with the Town of Knox

Date: August 26, 2020  
Submitted By: Lisa M. Ramundo  
Department: Public Works  
Title: Commissioner  
Phone: 518-765-2055  
Department Rep.  
Attending Meeting: Lisa M. Ramundo

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Transfer of a Cummins Engine to the Town of Knox

**Contract Terms/Conditions:**

**Party (Name/address):**

Town of Knox Highway Department  
1411 Township Rd.  
Altamont, NY 12009

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 0  
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes  No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

Albany County DPW is requesting Legislative authorization to enter into an Agreement with the Town of Knox for the purpose of transferring a Cummins engine model ISM 350V bearing engine #35094462 (Engine) Manufactured on March 2004 to the Town of Knox. The engine is from a County owned International Dump Truck that has outlived its useful life and has become cost prohibitive for the County to maintain. The County used the truck as a donor vehicle for repairs on other County International Trucks. The County is in possession of the truck's engine, but no longer has this model vehicle in service, so we have no useful purpose for the engine.

The Town of Knox is in need of an engine for their 2007 International 7600 Dump Truck with Tenco Plow baring VIN#1HTWXAHT57J453273. The engine in their truck suffered a catastrophic failure and is inoperable.

We are requesting the Legislature's approval to enter into a mutually beneficial agreement whereby the County would transfer the engine to the Town of Knox for use in their 2007 International 7600 Dump Truck, in exchange for the Town making the truck available to haul material for the County as needed.





DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
WATER PURIFICATION DISTRICT  
1 CANAL ROAD, SOUTH  
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207  
PHONE: (518) 447-1611 FAX: (518) 433-0369  
www.albanycounty.com

COMMISSION  
JOHN R. ADAIR, JR.  
CHAIRMAN

JOHN W. BISHOP, JR.  
NICHOLAS W. FOGLIA  
DENNIS RIGOSU  
SEAN E. WARD

ANGELO GAUDIO, P.E.  
EXECUTIVE DIRECTOR

September 17, 2020

Hon. Andrew Joyce  
Chairman  
Albany County Legislature  
112 State Street – Suite 710  
Albany, New York 12207

**Re: National Grid Master Agreement Amendment & Budget Amendment Request  
Resolution 196 of 2020**

Dear Mr. Joyce

The Water Purification District (District) is requesting legislative approval for a contract amendment to the existing Master Agreement for Energy Conservation and Management Services with National Grid (Grid). This contract was initially entered into to expedite the replacement of an existing 400 horsepower boiler that failed at the District’s North Plant for an estimated cost of \$225,000. The District is seeking approval to increase the contract value to a not to exceed value of \$400,000. The cost increase is attributed to the need to assemble the boiler on site and replace the existing boiler exhaust breech. The cost also includes the engineering services associated with the design of a smaller more efficient boiler.

As the boiler replacement was not anticipated in this year’s budget the District is also requesting approval of a budget amendment to transfer \$500,000 to the equipment repair and rental budget line to meet the estimated expenses for the boiler replacement. The \$500,000 is expected to cover the cost of the National Grid contract cost plus the asbestos abatement work that is needed for the boiler breech. The requested transfer is as follows:

- Increase fund line G98130.44070.10000 (Equipment Repair): \$500,000.
- Decrease fund line G98130.44101.10000 (Electric): \$500,000.

The requested transfer is not anticipated to negatively impact the District’s 2020 budget

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,



Angelo Gaudio, P.E.  
Executive Director

Enc. National Grid Master Agreement  
Resolution 196 of 2020

cc: Dennis A. Feeney, Majority Leader  
Rebekah Kennedy, Majority Counsel  
Frank Mauriello, Minority Leader  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1913, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Contract amendment to the existing National Grid Master agreement to increase the contract value from \$225,000 to \$400,000 and an associated budget transfer request.

Date:	9/15/2020
Submitted By:	Angelo Gaudio
Department:	Water Purification District
Title:	Executive Director
Phone:	518-447-1624
Department Rep.	Angelo Gaudio
Attending Meeting:	Angelo Gaudio

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: \$500,000/G98130.44070  
Source of Funds: G98130.44101.10000  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
  - Choose an item.
  - Submission Date Deadline Click or tap to enter a date.
- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):  
National Grid  
300 Erie Boulevard West  
Syracuse, NY 13202

Additional Parties (Names/addresses):  
Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$400,000 increase from \$225,000  
Scope of Services: Boiler installation

Bond Res. No.: 196 of 2020  
Date of Adoption: 6/8/2020

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line: G98130.44070.10000

Appropriation Amount: \$400,000 for Contract Amendment/\$500,000 for budget transfer

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100

Local: Click or tap here to enter text.

Term

Term: (Start and end date) June 9, 2020 to June 8, 2025

Length of Contract: 5 years

Impact on Pending Litigation Yes  No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 196 of 2020

Date of Adoption: 6/8/2020

**Justification:** (state briefly why legislative action is requested)

A contract amendment is requested to increase the National Grid contract value to reflect recent equipment and installation estimates provided by contractors. The existing Master Agreement for Energy Conservation and Management Services with National Grid (Grid) was initially entered into to expedite the replacement of an existing 400 horsepower boiler that failed at the District's North Plant for an estimated cost of \$225,000. The District is seeking approval to increase the contract value to a not to exceed value of \$400,000. The cost increase is attributed to the need to assemble the boiler on site and replace the existing boiler exhaust breach. The cost also includes the engineering services associated with the design of a smaller more efficient boiler.

As the boiler replacement was not anticipated in this year's budget the District is also requesting approval of a budget amendment to transfer \$500,000 to the equipment repair and rental budget line to meet the estimated expenses for the boiler replacement. The \$500,000 is expected to cover the cost of the National Grid contract cost plus the asbestos abatement work that is needed for the boiler breach. The requested transfer is as follows:

Increase fund line G98130.44070.10000 (Equipment Repair): \$500,000.

Decrease fund line G98130.44101.10000 (Electric): \$500,000.

The requested transfer is not anticipated to negatively impact the District's 2020 budget





ANDREW JOYCE  
CHAIRMAN

COUNTY OF ALBANY  
COUNTY LEGISLATURE  
HAROLD L. JOYCE  
ALBANY COUNTY OFFICE BUILDING  
112 STATE STREET, ROOM 710  
ALBANY, NEW YORK 12207  
PHONE: (518) 447-7168 FAX: (518) 447-5683  
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS  
CLERK

PAUL T. DEVANE  
FIRST DEPUTY CLERK

June 18, 2020

Angelo Gaudio  
Water Purification District  
P.O. Box 4187  
Albany, NY 12204

Dear Mr. Gaudio:

Enclosed, you will find a certified copy of the following resolution adopted by the Albany County Legislature on June 8, 2020.

Resolution: 196

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul T. Devane". The signature is written in a cursive style with a large initial "P".

PAUL T. DEVANE

PTD: nc

cc: Karen Storm, Purchasing

ACWPD REC'D  
'20 JUN 22

**RESOLUTION NO. 196****AUTHORIZING A MASTER AGREEMENT WITH NATIONAL GRID REGARDING ENERGY CONSERVATION AND MANAGEMENT SERVICES FOR THE WATER PURIFICATION DISTRICT**

Introduced: 6/8/20

By Public Works Committee:

WHEREAS, The Executive Director of the Water Purification District has requested authorization to enter into a Master Agreement (MA) with National Grid for energy conservation and management services regarding the engineering and construction services associated with the replacement of an existing 400 horsepower boiler at the District's North Plant in an amount not to exceed \$225,000 for a term commencing June 15, 2020 and ending December 15, 2020, and

WHEREAS, The Executive Director has indicated the proposed MA will expedite the process and allow the District to secure the needed engineering and construction services to include design, demolition work, environmental abatement of asbestos and lead, and equipment installation, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a MA with National Grid for energy conservation and management services regarding the engineering and construction services associated with the replacement of an existing 400 horsepower boiler at the District's North Plant in an amount not to exceed \$225,000 for a term commencing June 15, 2020 and ending December 15, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote – 6/8/20*

*R. Joyce abstained.*



**MASTER AGREEMENT FOR ENERGY CONSERVATION AND  
MANAGEMENT SERVICES  
(ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT),**

**BETWEEN**

**The County of Albany, New York State**

---

**AND**

**Niagara Mohawk Power Corporation d/b/a NATIONAL GRID**

This Master Agreement For Energy Conservation and Management Services ("Master Agreement") for energy conservation and management services is entered into as of the 9 day of June, 2020 ("Effective Date"), by and between the **County of Albany** ("The County"), and **Niagara Mohawk Power Corporation d/b/a National Grid** ("National Grid") having a principal office at **300 Erie Boulevard West, Syracuse, NY 13202** each, individually, a "Party" and collectively, the "Parties).

**RECITALS**

WHEREAS, National Grid and The County mutually desire to enter into this Master Agreement to be used by The County in obtaining from National Grid certain energy conservation and management services offered by National Grid under its Energy Transition Implementation Plan ("ETIP") programs, to facilitate partnering arrangements; and

WHEREAS, National Grid is willing to provide to The County certain energy conservation and management services, through the use of subcontractors, under National Grid's ETIP program; and

WHEREAS, The County acknowledges that it has negotiated and entered into this Master Agreement without having undertaken any competitive bidding process; and

WHEREAS, it is solely responsible for establishing its authority to be bound by the Master Agreement in the absence of such competitive bidding process; and

WHEREAS, National Grid and its Subcontractor(s) shall be collectively referred to herein as the "Contractor".

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**GENERAL CONDITIONS**

**GC.1 Purpose.** The County desires assistance in performing certain energy conservation measures offered through ETIP programs within National Grid's service territory. The purpose of this Master Agreement is to facilitate the Installations through Task Orders. This Master Agreement sets forth the terms and conditions under which subsequent Task Orders may be entered into between the Parties.

**GC.2 Definitions.** Capitalized terms used in this Master Agreement shall have the following definitions:

The term "**Acceptance**" means the written acknowledgement by the authorized representative of The County approving of an individual phase or completed Installation pursuant to a Task Order

The term "**Contracting Officer**" means an official of The County authorized to enter into, administer, and/or terminate this Master Agreement on behalf of The County, and who is authorized to make related determinations and findings within the limits established pursuant to The County's Rules of Order and Purchasing Policy regulations. The County's Contracting Officer is the County Executive or Deputy County Executive.

The term "**Contracting Officer's Representative**" or "**COR**" means a local or project site representative of the Contracting Officer delegated specific limited authority, as set forth in a formal delegation letter signed by the Contracting Officer, for a given Task Order. In addition, it means the person who evaluates or inspects the Contractor's performance of service in accordance with the quality assurance surveillance plan written specifically for the contracted services to be evaluated. The County's Contracting Officer's Representative is the Executive Director of the Albany County Water Purification District.

The term "**Contracting Officer's Technical Representative**" or "**COTR**" means the representative performs technical monitoring of Contractor actions, is responsible for requesting products and services through contract, and manages day-to-day tasks of the contract.

The term "**Energy Conservation Measure**" or "**ECM**" means one or more Installations completed, or to be completed, under a Task Order, including one or more feasibility studies, engineering and design, operation and maintenance, and/or implementation of one or more Installations, which include, but are not limited to, energy, energy efficient maintenance, energy management services, facilities alterations, installation and maintenance of energy saving devices and technologies and demand side management offered through ETIP programs available within National Grid's service territory.

The term "**Energy Conservation Measure Cost**" or "**ECM Cost**" means the total cost of the Work, overhead and profit, for an ECM, less any financial incentive or rebates, if provided by the utility or government program. Payment for completed ECMs shall be calculated based upon the ECM Cost.

The term "**Energy Conservation Project**" or "**ECP**" means an identified project intended and designed to provide any of the following: energy savings, demand reduction, and/or energy efficiency improvements.

The term "**Installations**" means the installation of ECMs provided by the Contractor for The County offered by the Contractor under its Energy Transition Implementation Plan programs.

The term "**Occupied Period**" means the hours during which a facility or building is occupied or used in the normal course of business.

The term "**Proposal(s)**" has the meaning in Section GC.20.4.

The term "**Quality Control**" means a management function of the Contractor whereby control of quality is exercised for the purpose of preventing defective Installations. For purposes of this Master Agreement, quality control shall mean those actions taken by the Contractor to control implementation of Installations so they conform to the Task Order requirements.

The term “**Services**” has the meaning set forth in Section GC.4 below.

The term “**Subcontractor**” means any corporation, partnership or individual hired directly by National Grid to perform the services or provide the products contemplated under this Master Agreement and Task Orders resulting from this Master Agreement.

The term “**Task Order**” or “**T.O.**” means a project specific agreement executed under this Master Agreement for any feasibility study, engineering and design, implementation, and/or operation and maintenance of, or any activity related to an Installation. (A Task Order can also be identified as a “Delivery Order” or “D.O.”)

The term “**Termination Schedule**” means a schedule developed for each financed Installation which sets forth the interval(s) and amount(s) of payments required for the repayment of the Installation Costs, including any finance costs accrued.

The term “**Work**” – means all labor, materials, tools, equipment, services, transportation and/or other items required for the completion of the Installation.

**GC.3 Term.** This Master Agreement shall have a term of five (5) years. This Master Agreement may be terminated in its entirety by either Party upon thirty (30) days written notice to the other Party. Thereafter, no new Task Orders shall be entered into under this Master Agreement. Termination, modification or expiration of this Master Agreement shall not in any way affect Task Orders previously entered into under this Master Agreement. This Master Agreement shall be effective as of the Effective Date defined above.

**GC.4 Services by the Contractor.** The Contractor shall arrange for the provision of preliminary audits, feasibility studies, engineering and design studies, and all initial capital, labor, material, supplies and equipment to identify, implement, operate or maintain Installations in accordance with Task Orders entered into pursuant to this Master Agreement (“Services”). These Services may be ordered individually, as a group or in any combination under a single Task Order. Any and all such Services contemplated by this Master Agreement and any related Task Orders may be entirely performed through one or more subcontractors engaged by the Contractor. The County has selected Smart Watt.

Notwithstanding anything contained in this Master Agreement or any Task Order to the contrary, in no event shall the Contractor provide or perform any work, service or obligation under this Master Agreement that is contrary to or prohibited by law or National Grid’s tariffs.

**GC.5 Information.** Subject to confidentiality requirements and applicable law, The County shall provide the Contractor with any information requested by the Contractor needed to comply with regulatory requirements and/or work requirements. In the event the information requested by the Contractor is critical to the performance of the Work and cannot be provided by The County, the Contractor may terminate the Task Order and collect payment for Work completed through the date of termination.

**GC.6 Independent Contractors.** The relationship of the Parties hereto is that of independent contractors. None of the terms herein is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party. Each Party agrees to be wholly responsible for and to pay when due all federal, state, and local taxes and contributions for unemployment insurance.

**GC.7 Subcontractor Selection.** Subject to Section FP.7 below, National Grid shall assign all of the Work under a Task Order to the Subcontractor(s). When practical, National Grid shall competitively select the Subcontractor(s) for the purpose of determining the reasonableness of

the Subcontractor's(s') prices. When competition is not practical, price reasonableness may be determined by comparing proposed prices with those obtained for the same or similar work, prices published in independent cost guides, published in competitive price lists or developed by independent sources.

Subcontractor(s) selection shall be based on cost, experience, past performance, reliability, and such other factors as National Grid may deem appropriate, as long as such factors are necessary to meet The County's minimum needs including but not limited to Insurance, workman's compensation, and a criminal background check. The County shall have the right to approve or disapprove of the Subcontractor(s) proposed by National Grid in the Proposal.

All Subcontractor work shall comply with prevailing wage rates, pursuant to New York State's requirements.

**GC.8 Authority of Contracting Officer.** The County's Contracting Officer shall be the only official authorized to enter into and/or modify a Task Order entered into under this Master Agreement on behalf of the County.

**GC.9 Ownership of Work Product.** The County may elect not to use the Contractor to perform Installations. If The County so elects, it will pay for any accepted Work, including any equipment, completed studies, and engineering and design Work. Title to Work performed by the Contractor for The County under a Task Order shall become the property of The County at the time of Acceptance of the Work provided that The County has paid for such Work pursuant to this Agreement.

**GC.10 Responsibility for Operation and Maintenance.** The operation and maintenance will be pursuant to any Task Order executed under this Master Agreement.

**GC.11 Other County Projects.** The County shall have the right to enter into other agreements similar to this Master Agreement for energy conservation work, such as without limitation, implementing equipment installation, construction projects and ECMs, including installing new energy conservation equipment, removing existing energy consuming equipment, or adding new energy consuming equipment. The County will notify the Contractor prior to implementing projects that may affect Installations under this Master Agreement. In the event The County's activities hereunder hinder the Contractor's work schedule or cause the Contractor to incur additional costs to accommodate same, the County shall be liable to the Contractor for such additional costs and expenses to complete the Work and for Services.

**GC.12 Reserved.**

**GC.13 Emission Credits.** All on-site emission credits earned by virtue of Task Orders entered into hereunder shall be the property of The County.

**GC.14 Order of Precedence.** In the event of any conflicts between this Master Agreement and any other document executed hereunder then this Master Agreement shall prevail unless otherwise agreed to between the Parties and set forth in a Task Order.

**GC.15 Reserved.**

**G.C.16 ECM Proposal.** The Contractor shall submit an Installation proposal setting forth a prioritized list of the recommended ECPs, a preliminary estimate of the cost to implement each ECP, the total costs for implementing the Installation (including estimated feasibility study, engineering and design, and implementation costs), and estimated cost savings. Additionally, The County may request a proposal from the Contractor in order for The County to evaluate of Installations.

**GC.17 ECM Restrictions.** The County is solely responsible for establishing authority to enter into this Master Agreement and any Task Order, and hereby warrants and represents that it shall comply with all applicable state and local laws in entering into this Master Agreement and any Task Order. Moreover, The County shall not consider ECMs that include:

- a) ECMs which would violate any federal, state, or local laws or regulations,
- b) ECMs which degrade performance or reliability of existing The County's equipment, and
- c) ECMs that violate the then current versions of the National Electric Code, the National Electric Safety Code, the Uniform Building Code or the Uniform Mechanical Code.

**GC.17.2 Facility Performance Requirements of ECMs.** ECMs proposed by the Contractor shall conform to the following facility performance standards:

- a) Lighting levels shall meet the minimum requirements of the then current Illuminating Engineering Society (IES) Lighting Handbook; and
- b) ECMs shall permit flexible operation of energy systems for changes in occupancy levels and scheduling of facilities. In proposing an ECM, the Contractor may assume the building function will remain constant unless otherwise indicated by The County.

**GC.18 Task Orders.** Following the evaluation of the ECM proposal, The County may elect to execute a Task Order with the Contractor for the evaluation, implementation or operation and maintenance of the ECM.

The Task Order may have five phases: (1) Audit (when applicable), (2) Feasibility Study Phase (when applicable), (3) Engineering and Design Phase (Investment Grade Audit), (4) Implementation Phase and (5) Operation and Maintenance Phase. Because the extent of all the Work is unlikely to be known at the time the Task Order is entered into, these phases shall be line items under the Task Order, and shall be issued with an estimated Termination Schedule at the time the Task Order is executed. However, Work will not commence on a particular phase unless and until a statement of work and a price for that phase have been mutually agreed upon by the Parties.

Upon completion and Acceptance of a Feasibility or Engineering and Design Phases, The County may elect to:

- a) pay the ECM Cost for each completed Phase within thirty (30) calendar days of being invoiced, or
- b) defer payments for that Phase until the end of the next Phase at which time The County shall pay the ECM Cost for each completed Phase within thirty (30) calendar days of invoice, or
- c) include such amounts in the ECM Cost, if The County elects to proceed with the Implementation Phase.

If The County elects not to proceed with the next Phase, it shall pay the Contractor the ECM Cost for the prior completed Phases, as negotiated by the Parties in the Task Order. A decision to proceed or not to proceed with the next Phase must be made within sixty (60) days of receipt of a written request from the Contractor. Only the Contracting Officer shall be authorized to exercise The County's option to proceed to the next Phase, and such exercise shall be provided in writing within sixty (60) days of receipt of a statement of work and price.



The timing and amount of The County's payments of appropriated funds for the Operation and Maintenance Phase shall be determined in the Task Order. The County represents that it shall comply with all applicable state funding appropriation requirements.

**GC.19 Reserved**

**GC.20 ECM Engineering and Design Phase.** If applicable, after evaluation and Acceptance of the Feasibility Study Phase, The County may elect to proceed with the Engineering and Design Phase. Prior to proceeding, the Parties shall agree upon a statement of work for all engineering and design services necessary for the implementation of a particular ECM, a time frame for completion of the Work, and a price or cost cap for engineering and design work for the ECM. If The County elects to proceed with the Implementation Phase as set forth below, the cost of the engineering and design work shall be rolled into the total ECM Cost. The Task Order shall include an estimated amortization schedule for the ECM.

**GC.20.1 Verification of Floor Plans.** The Contractor shall review any floor plans provided by The County and verify that such floor plans meet the specifications provided to the Contractor by The County. .

**GC.20.2 Contractor's Design Review.** Task Orders prepared by the Contractor shall be provided to permit adequate time for The County review of engineering and design work, as negotiated in the Task Order.

**GC.20.3 Site Plans.** If proposed ECMs require installation outside existing buildings or structures, a site plan showing recommended siting of ECMs shall be prepared and submitted by the Contractor in the Proposal for The County's review and approval. It is recommended that the Contractor propose alternate sites for review in case the primary site is unavailable.

**GC.20.4 ECM Implementation Proposal.** Upon completion and Acceptance of the Engineering and Design Phase, the Contractor will submit to The County an ECM implementation proposal (the "Proposal"). If requested by the Contracting Officer, the Contractor will be required to present a briefing to The County explaining the Proposal. The County shall evaluate the Proposal for technical soundness and price reasonableness. If The County elects to proceed with the ECM, the Contractor and The County shall agree upon a complete scope of work with specifications, time for performance, ECM cost, source and cost of capital, payment terms, amortization schedule, and final Termination Schedule.

**GC.21 ECM Implementation Phase.** The Contractor shall perform work in accordance with the Task Order.

**GC.22 Entire Agreement.** This Master Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

**GC.23 Amendment.** This Master Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

**GC.24 Not Retroactive.** Any termination, modification, or expiration of this Master Agreement shall not retroactively affect Task Orders previously entered into under this Master Agreement, nor shall it affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's tariffs, rates, rules, regulations, riders, practices, or terms and conditions of service as may be modified, amended, or supplemented by the Contractor.

**GC.25 Governing Law.** This Master Agreement shall be governed and construed in accordance with the laws of Albany County and the State of New York without regard to the

principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the State of New York for the purpose of interpretation and enforcement of this Master Agreement and agrees that the designated venue shall be in Albany County.

## **WARRANTIES AND REMEDIES**

**WR.1 Warranties.** The Contractor shall pass through to The County all warranties on equipment installed pursuant to a Task Order.

In the event the Contractor provides O&M services, a separate warranty may be negotiated for such services.

**WR.2 No Other Warranties.** The warranties set forth in WR.1 are exclusive and in lieu of all other warranties. The Contractor makes no other representations, warranties or guarantees in connection with Work, Installations, Services or other items provided in connection with this Master Agreement and Task Orders. The Contractor does not make any representations or warranties of any kind regarding the benefits or energy savings to be achieved by, or the adequacy and safety of, the ECMs, ECPs or any other equipment or products provided under this Master Agreement. The County understands and agrees that Contractor is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, the ECMs. The Contractor does not endorse, guarantee or warrant any manufacturer or product including warranties of merchantability or fitness for a particular purpose. Any warranties provided by the original manufacturers, licensors or providers of material, equipment or other items provided or used in connection with this Master Agreement ("Third Party Warranties") are not warranties of the Contractor and the Contractor makes no representations, warranties or guarantees as to the applicability or enforceability of such Third Party Warranties. This section shall survive any expiration, termination or cancellation of this Master Agreement.

**WR.3 Contractor Limitation of Liability.** The Contractor shall not be liable in any way to The County for any special, incidental, indirect, penal, punitive or consequential damages in connection with this Master Agreement or subsequent Task Orders. In no case shall the Contractor's liability to The County, regardless of the amount of claims or theory of liability, exceed the price for the Work and Services paid by The County under the Agreement. This section shall survive any expiration, termination or cancellation of this Master Agreement.

**WR.4 Reserved.**

**WR.5 Prompt Payment.** The County shall promptly pay all invoices for Work and Services performed under each Task Order. The Contractor shall submit an Albany Claim Form to The County and, upon review and approval of the Claim Form by the Albany County Water Purification District ("ACWPD"), The County shall render prompt payment to the Contractor. Late payments made by The County to the Contractor shall accrue interest at the then prevailing rate applicable under the New York Public Service Law, or as may otherwise be provided in the Task Order.

**WR.6 Reserved.**

**WR.7 Differing Site Conditions.** In the event site conditions differ materially from those contained in the Task Orders due to conditions that could not be reasonably viewed during the ECM phase or Task Orders development phase, additional costs incurred by the Contractor due to the differing conditions shall be negotiated, and the ECM Cost shall be increased to reflect an equitable adjustment to reflect the actual cost increase.

## FINANCING AND PAYMENT PROVISIONS

### FP.1 Reserved.

**FP.2 Financial Incentives, Rebates, and Design Assistance:** The County will receive the same financial incentives, rebates, design review, goods, services, and/or any other assistance provided without charge, that is generally available to eligible customers of a similar rate class or size.

Proposals under this Master Agreement are not commitments of any ETIP program incentives, which are authorized under separate offerings from the respective ETIP program administrators.

### FP.3 Reserved.

### FP.4 Reserved.

**FP.5 Pre-Acceptance Termination.** In the event The County desires to terminate a Task Order for any reason (including, without limitation, for convenience) prior to Acceptance, The County may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination.

**FP.6 Post-Acceptance Termination.** In the event The County desires to terminate a Task Order for any reason (including, without limitation, for convenience) after Acceptance, The County may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination.

**FP.7 Assignment of Claims.** The County payments under each Task Order executed pursuant to this Master Agreement may be assigned pursuant to applicable law. Any bank, trust company or other financing institution that participates in financing an ECM shall not be considered a Subcontractor of National Grid.

## SPECIAL REQUIREMENTS

**SR.1 Environmental Protection.** The Contractor shall comply with all applicable federal, state and local laws, regulations and standards regarding environmental protection including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Navigation Act, the Hazardous Materials Transportation Act, and their New York State analogs (collectively "the Environmental Laws"). All environmental protection matters shall be coordinated with the Contracting Officer or designated representative. If the Contractor causes any release or discharge beyond the reportable quantity of a hazardous substance, oil, pollutant or hazardous material (collectively "Hazardous Materials"), as those terms are defined in the Environmental Laws, resulting from its operation on The County property in connection with the implementation of ECMs the Contractor shall immediately notify the Contracting Officer and perform a cleanup, in accordance with the Environmental laws. The Contractor shall comply with the instructions of The County with respect to avoidance of conditions that create a nuisance or create conditions that may be hazardous to the health of any personnel.

**SR.2 Environmental Permits.** Unless otherwise specified, the Contractor shall provide all required environmental permits and/or permit applications necessary to comply with all applicable federal, state and local requirements prior to implementing any ECM in the performance of a Task Order executed pursuant to this Master Agreement. If any such permit or permit application requires the signature or other cooperation of The County as owner/operator of the property, The County agrees to cooperate with the Contractor in obtaining any necessary permit or permit



application and be responsible for all such costs.

**SR.3 Handling and Disposal of Hazardous Materials.** The County understands and agrees that (i) the Contractor has not inspected, and will not inspect, the project site in connection with a proposed ECM for the purpose of detecting the presence of pre-existing Hazardous Materials that relate to an ECM or any project site, and (ii) The County shall retain sole responsibility for the proper identification, removal, transport and disposal of any fixtures, components thereof, or other equipment or substances incidentally containing pre-existing Hazardous Materials, except as specifically agreed to by the Contractor pursuant to Paragraphs SR.4 and SR.5 (below).

If the Contractor, during performance of the work under a Task Order executed pursuant to this Master Agreement, has reason to believe that it has encountered or detected the presence of pre-existing Hazardous Materials, the Contractor shall stop work and shall notify The County. The County will evaluate the site conditions and notify the contractor of the results of this evaluation. The Contractor shall not be required to recommence work until this situation has been resolved. Any delay resulting there from shall be grounds to request an increase in the ECM Cost to the extent that such delay increases ECM Costs.

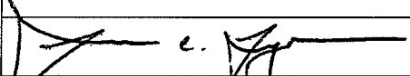
**SR.4 Asbestos and Lead-Based Paint.** To the extent provided for in a Task Order executed pursuant to this Master Agreement, in connection with the implementation of any ECM, the Contractor may agree to remove pre-existing asbestos containing material or lead-based paint, incidental to implementation of an ECM. However, unless the Contractor explicitly agrees in said Task Order to perform any portion of the testing, removal or abatement of the pre-existing asbestos or lead-based paint as part of the scope of work for any ECM, and unless the Task Order specifically references this Paragraph SR.4, The County shall be deemed to be solely responsible as provided for in Paragraph SR.3.

If the Contractor in the course of ECM implementation disturbs suspected lead-based paint or asbestos containing material, it may propose to The County that it perform any portion of the testing, removal, or abatement of the lead-based paint or asbestos containing material. Said proposal will include the requested increase in the ECM Cost on account of such additional work. The Contractor will not commence work involving additional cost without approval of the Contracting Officer. In the absence of an agreement to the contrary, the provisions of Paragraph SR.3. (above) shall apply.

In the event the Contractor agrees to include any portion of the testing, removal or abatement of the asbestos within the scope of work for an ECM implemented as described above in this Paragraph, the hazardous waste manifests or other shipping papers shall identify The County as the sole generator of the Hazardous Materials.

**SR.5 Refrigerants, Fluorescent Tubes and Ballasts.** To the extent provided for in a Task Order executed pursuant to this Master Agreement in connection with the implementation of any ECM, the Contractor shall remove and/or dispose of all ozone depleting refrigerants, fluorescent tubes and fluorescent magnetic core and coil ballasts incidental to an ECM to the Hazardous Materials Disposal site (HAZMAT) on the installation. If there is no HAZMAT on the installation, any Hazardous Materials described in this Paragraph SR.5 that are produced as a result of an Installation will be disposed in accordance with all applicable federal, state and local laws and regulations, provided however, that the hazardous waste manifests or other shipping papers shall identify The County as the sole generator of the Hazardous Materials.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For "The County" The County of Albany	For the "Contractor" Niagara Mohawk Power Corporation d/b/a National Grid
	
Signature:	Signature:
Daniel C. Lynch	
Printed Name:	Printed Name:
Title: Deputy County Executive	Title:

**APPROPRIATIONS**

<b>ACCOUNT NO.</b>	<b>RESOLUTION DESCRIPTION</b>	<b>INCREASE</b>	<b>DECREASE</b>	<b>UNIT COST</b>	<b>DEPARTMENT NAME</b>
G 98130 4 4070 0	Equipment Repair and Rental	500,000.00	0.00		Water Purification District
G 98130 4 4101 000	Electric		500,000.00		Water Purification District
<b>TOTAL APPROPRIATIONS</b>		<b>500,000.00</b>	<b>500,000.00</b>		

**ESTIMATED REVENUES**

<b>ACCOUNT NO.</b>	<b>RESOLUTION DESCRIPTION</b>	<b>DECREASE</b>	<b>INCREASE</b>	<b>UNIT COST</b>	<b>DEPARTMENT NAME</b>
AA 0000 0 0000 000		0.00	0.00		
AA 0000 0 0000 000		0.00	0.00		
<b>TOTAL ESTIMATED REVENUES</b>		<b>0.00</b>	<b>0.00</b>		
<b>GRAND TOTALS</b>		<b>500,000.00</b>	<b>500,000.00</b>		